

#87

09-00

MEMORANDUM OF AGREEMENT

Hudson County Board of Chosen Freeholders
BETWEEN: COUNTY OF HUDSON

-and-

HUDSON COUNTY SHERIFF

-and-

HUDSON COUNTY FRATERNAL ORDER OF POLICE
LODGES 36A, B & C

DATE: SEPTEMBER 28, 1988

The undersigned representatives of the Hudson County Sheriff, the governing body of Hudson County and Hudson County Fraternal Order of Police Lodge 36A, B & C agree to recommend in good faith to their respective governing body/membership ratification of the following Memorandum of Agreement.

1. The terms and conditions of the expired Collective Bargaining Agreement for the period 1984-1987 between the undersigned parties shall continue except as expressly modified herein and shall be implemented retroactive to January 1, 1988, except as otherwise specifically stated.

2. Duration (ARTICLE XXIV) of the new contract shall be from January 1, 1988 through June 30, 1991.

3. Funeral Leave (ARTICLE XIV) as attached hereto.

4. Detective/Process Servers stipends (ARTICLE V) shall be increased effective January 1, 1989 from \$875 to \$1,000.00 and from \$875 to \$1,200.00 per annum, respectively.

5. Clothing Allowance shall be increased from \$225.00 to \$425.00 per annum effective January 1, 1989.

X January 1, 1988 - June 30, 1991

6.(A) Salaries (ARTICLE II) for employees hired prior to October 1, 1988 shall be as follows:

6.(A)(i) Retroactive to January 1, 1988, employees on Steps 1 through 7 of the 1987 salary guide shall move to the next higher step on the 1987 guide and be paid in accordance with the settlement of the Unfair Practice Charge filed by the FOP 36A with PERC Docket No. CO-89-67 as follows:

	12/31/87 Salary	Effective 1/1/88
Step 1	12,700	14,200
Step 2	14,200	15,800
Step 3	15,800	17,300
Step 4	17,300	19,100
Step 5	19,100	21,100
Step 6	21,100	22,500
Step 7	22,500	24,000
Step 8	24,000	24,000

6.(A)(ii) Superior Officers and employees on Step 8 of the 1987 guide as of 12/31/87 shall receive a One Thousand (\$1,000.00) Dollar lump sum payment.

6.(B) Effective October 1, 1988, the following Step Guide shall be implemented for non-superior officers and automatic movement on the Steps shall take place on October 1 of each year, except for employees earning \$15,800 as of 12/31/87 whose salaries shall be controlled by Paragraph 6(B)(i).

Step A \$16,000.00

Step B \$18,500.00

Step C \$21,000.00

Step D \$23,500.00

Step E \$26,000.00

Step F \$28,500.00

Step G \$31,000.00

Implementation of this guide for employees hired prior to October 1, 1988 shall be as follows:

<u>12/31/87</u> <u>SALARY</u>	<u>1/1/88</u>	<u>10/1/88</u>	<u>10/1/89</u>	<u>10/1/90</u>
12,700	14,200	16,000	18,500	21,000
14,200	15,800	16,000	18,500	21,000
15,800	17,300	*	*	*
17,300	19,100	21,000	23,500	26,000
19,100	21,100	23,500	26,000	28,500
21,100	22,500	23,500	26,000	28,500
22,500	24,000	26,000	28,500	31,000
24,000	1,000 cash bonus	28,500	31,000	2,500 cash bonus

6.(B)(i) Notwithstanding the alphabetic step guide and the salary guide set forth in Paragraph 6(B), the following is the sole and exclusive guide for employees earning \$15,800 on 12/31/87:

<u>12/31/87</u>	<u>1/1/88</u>	<u>10/1/88</u>	<u>1/1/90</u>	<u>11/1/90</u>
15,800	17,300	19,100	22,500	26,000

6.(C) Employees who reached maximum (Step G) on October 1, 1989 shall receive a Two Thousand Five Hundred Dollar (\$2,500.00) lump sum bonus payable on October 1, 1990.

6.(D) Effective October 1, 1988, Superior Officer salaries shall be as follows:

RANK	<u>EFF. 10/1/88</u>	<u>EFF. 10/1/89</u>	<u>EFF. 10/1/90</u>
SGT.	29,500.00	32,500.00	35,500.00
CPT.	32,000.00	35,000.00	38,000.00
CWO CCO	33,000.00	36,000.00	40,000.00
CSO	34,000.00	37,000.00	42,000.00

7. Employees hired on October 1, 1988 or after shall be paid according to the following incremental Step Guide, automatic movement on which shall occur on October 1st of each year.

New Hiree until Academy Trained	\$15,500
Step 1	\$16,000
Step 2	\$17,250
Step 3	\$18,500
Step 4	\$19,750
Step 5	\$21,000
Step 6	\$22,250
Step 7	\$23,500
Step 8	\$24,750
Step 9	\$26,000
Step 10	\$27,250
Step 11	\$28,500
Step 12	\$29,750
Step 13	\$31,000

New Officers will be placed on one of the aforementioned Steps 1-13. The Sheriff, in his discretion, shall determine

initial placement.

8. Upon adoption of this Agreement by the Board of Chosen Freeholders of the County of Hudson and County Executive, the FOP agrees to dismiss with prejudice and without costs the Prerogative Writ action pending against the Hudson County Sheriff, Hudson County Board of Chosen Freeholders and Hudson County Executive, bearing Docket No. W-033169-88PW in their official and individual capacities. The FOP further agrees, upon adoption of this Agreement by the Board and the County Executive, to waive and release any and all claims, unfair practice charges, civil actions or otherwise, arising from the negotiation and/or execution of the February 2, 1988 Understanding between the FOP and the Sheriff, and the failure of the Board of Chosen Freeholders to adopt same, against the foregoing named Defendants, and/or any official, employee, agent or attorney of the County of Hudson.

HUDSON COUNTY FOP LODGE 36A, B & C

BY: Andy Slade
9/30/88 2:20 AM

BY: John Buhanavage

BY: David Bane

FOR THE
HUDSON COUNTY SHERIFF

Paul Lida
9-30-88 2:11 AM

Edward J. Webster
FOR THE
HUDSON COUNTY EXECUTIVE

[Signature]
9/30/88 2:10 a.m.

8. This Agreement shall be subject to the endorsement and ratification of the Hudson County Executive and the Board of Chosen Freeholders of the County of Hudson, and the membership of FOP Lodge 36 A.B.C., and shall not be deemed enforceable absent such endorsement and ratification.

10. This Agreement constitutes the complete understanding of the undersigned parties. All other proposals and counterproposals shall be deemed as withdrawn and without effect. No other agreements between the parties shall be deemed enforceable, including without limitation the February 2, 1988 memorandum between the Sheriff and FOP Lodge 36 A.B.C.

11. The parties agree to the modified terms of the 1984-1987 Agreement as reflected in the attached 18 pages ~~document~~.

RL ^{neg}
AT

PERCENTAGE INCREASES

12/31/87

NEW DOLLARS RECEIVED
DURING CONTRACT

$$12,700 \text{ to } 21,000 = \frac{8,300}{12,700} = 65.35\%$$

\$7,675 (60.4%)

$$14,200 \text{ to } 21,000 = \frac{6,800}{14,200} = 47.88\%$$

\$6,175 (43.5%)

$$15,800 \text{ to } 26,000 = \frac{10,200}{15,800} = 64.6\%$$

\$9,022 (57.1%)

$$17,300 \text{ to } 26,000 = \frac{8,700}{17,300} = 50.29\%$$

\$8,075 (46.7%)

$$19,100 \text{ to } 28,500 = \frac{9,400}{19,100} = 49.21\%$$

\$8,775 (45.9%)

$$21,100 \text{ to } 28,500 = \frac{7,400}{21,100} = 35.07\%$$

\$6,775 (32.1%)

$$22,500 \text{ to } 31,000 = \frac{8,500}{22,500} = 37.77\%$$

\$7,875 (35%)

$$24,000 \text{ to } 31,000 = 7,000 + 2,500 = \frac{\$9,500}{24,000} = 39.58\%$$

\$10,500 (43.8%)

SUPERIOR OFFICERS

12/31/87

$$25,500 \text{ to } 35,500 = \frac{10,000}{25,500} = 39.21\%$$

$$28,000 \text{ to } 38,000 = \frac{10,000}{28,000} = 35.71\%$$

$$29,000 \text{ to } 40,000 = \frac{11,000}{29,000} = 37.93\%$$

$$30,000 \text{ to } 42,000 = \frac{12,000}{30,000} = 40.0\%$$